

Memorandum of Understanding  
Between  
The Department of the Interior, Bureau of Land Management and  
Cochise County  
as a Cooperating Agency

I. Introduction

This Memorandum of Understanding (MOU) establishes a cooperating agency relationship between the Bureau of Land Management (“BLM”) and Cochise County (“Cooperator”) for the purpose of preparing the San Pedro Riparian National Conservation Area Resource Management Plan and Environmental Impact Statement (RMP/EIS). The BLM is the lead federal agency for development of the San Pedro Riparian National Conservation Area RMP/EIS. The BLM acknowledges that the Cooperator has special expertise applicable to the RMP/EIS effort, as defined at 40 CFR 1508.15 and 1508.26. This MOU describes responsibilities and procedures agreed to by Cochise County as a Cooperating Agency and the BLM (“the Parties”).

The cooperating agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policies, including the Council on Environmental Quality’s National Environmental Policy Act (NEPA) regulations (in particular, 40 CFR 1501.6 and 1508.5), the BLM’s planning regulations (in particular, 43 CFR 1601.0-5, 1610.3-1, and 1610.4), and the Department of the Interior Manual (516 DM 2.5).

II. Purpose

The purposes of this MOU are:

- A. To designate Cochise County as a Cooperating Agency in the RMP/EIS process.
- B. To provide a framework for cooperation and coordination between the BLM and the Cooperator that will ensure successful completion of the RMP/EIS in a timely, efficient, and thorough manner.
- C. To recognize that the BLM is the lead agency with responsibility for the completion of the RMP/EIS and the Record of Decision (ROD).
- D. To describe the respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the planning process.
- E. To formally recognize shared commitments to maintaining local cultures and traditions, and maintaining and enhancing the local economy that sustains local communities while protecting the resources of the SPRNCA.

- F. To formally recognize the national and global value of the SPRNCA and to recognize the responsibility to manage the SPRNCA to achieve the purposes mandated by Congress.

### III. Authorities for the MOU

- A. The authorities of the BLM to enter into and engage in the activities described within this MOU include, but are not limited to:
  - 1. National Environmental Policy Act of 1969 (42 U.S .c. 432 I et seq.).
  - 2. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.).
  - 3. Council on Environmental Quality regulations (40 CFR 1501 et seq.)
  - 4. Bureau of Land Management planning regulations (43 CFR 1601 et seq.)
  - 5. Alternative Dispute Resolution Act of 1990; 5 U.S.C. 581 et seq.
  - 6. Intergovernmental Cooperation Act of 1968; 40 U.S.C. 531.
- B. The authorities of Cochise County to enter into this MOU include, but are not limited to:
  - 1. Arizona Revised Statutes (A.R.S.) § 11-952.
  - 2. A.R.S. § 11-802.

### IV. Roles and Responsibilities

#### A. BLM Responsibilities:

- 1. As lead agency, the BLM retains final responsibility for the content of all planning and NEPA documents, which include the Draft RMP/Draft EIS, the Proposed RMP/Final EIS, and the ROD. The BLM's responsibilities include determining the purpose of and need for the RMP, selecting alternatives for analysis, identifying effects of the proposed alternatives, selecting the preferred alternative, and determining appropriate mitigation measures. In meeting these responsibilities, the BLM will follow all applicable statutory and regulatory requirements.
- 2. To the fullest extent consistent with its responsibilities as lead agency, the BLM will consider the comments, recommendations, data, and/or analyses provided by the Cooperator in the RMP/EIS planning process, giving particular consideration to those topics on which the Cooperator is acknowledged to possess jurisdiction by law or special expertise.

3. To the fullest extent practicable, after consideration of the effect such releases may have on the BLM's ability to withhold this information from other parties, the BLM will provide the Cooperator with copies of documents underlying the RMP/EIS relevant to the Cooperator's responsibilities, including technical reports, data, analyses, comments received, working drafts related to environmental reviews, and draft and final RMP/EISs.
4. BLM will provide the Cooperator with the EIS schedule, including review time frames, and with any changes to the schedule as early as practicable. When providing the Cooperator with documents and working drafts, BLM will, to the extent possible, give a reasonable time frame for review and return of consolidated and comprehensive comments.

B. Cooperating Agency Responsibilities:

1. Cochise County is a Cooperating Agency in this planning process and is recognized to have special expertise in the following areas:
  - a. Socio-economic data such as demographics, activities, values, water, and realty issues
  - b. County planning information particularly as it pertains to the SPRNCA
  - c. Geology, hydrogeology, and other surface and groundwater expertise particularly as it pertains to the Sierra Vista sub watershed.
  - d. Fisheries and wildlife biology, aquatic ecology, botany and wetlands resource sciences and management expertise particularly as it pertains to the Upper San Pedro River system and the surrounding watersheds.
2. The Cooperator will provide information, comments, and technical expertise to the BLM regarding those elements of the RMP/EIS, and the data and analyses supporting them, in which it has jurisdiction or special expertise or for which the BLM requests its assistance. In particular, the Cooperator will provide information on the following topics:
  - a. Cochise County planning documents and information
  - b. Socio-economic information
3. Within the areas of their jurisdiction or special expertise, the Cooperator may participate in any of the activities identified in Attachment A. These activities include, but are not limited to: providing guidance on public involvement strategies, identifying data needs, suggesting management actions to resolve planning issues, providing input to the draft Analysis of the Management Situation, identifying effects of alternatives, suggesting mitigation measures, and providing written comments on working drafts of the RMP/EIS and supporting documents. (See also Section C.4.)

C. Responsibilities of the Parties:

1. The Parties agree to participate in this planning process in good faith and make all reasonable efforts to resolve disagreements.
2. The Parties agree to comply with the planning schedule, as provided and updated by BLM, including dates for RMP/EIS milestones and timeframes for Cooperator's reviews and submissions.
3. Each Party agrees to fund its own expenses associated with the SPRNCA RMP/EIS process.
4. The Parties agree to carefully consider whether proposed meetings or other activities would waive the Unfunded Mandates Reform Act exception to the Federal Advisory Committee Act (2 U.S.C. 1534(b) and 5 U.S.C App.).

V. Other Provisions

A. Authorities not altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.

B. Immunity and Defenses Retained. Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

C. Conflict of interest. The Parties agree not to utilize any individual or organization for purposes of plan development, environmental analysis, or Cooperator representation, including officials, employees, or third party contractors, having a financial interest in the outcome of the SPRNCA RMP/EIS. Questions regarding potential conflicts of interest should be referred to BLM HQ or Field Ethics Counselors for resolution.

D. Documenting disagreement or inconsistency. Where the BLM and one or more Cooperators disagree on substantive elements of the RMP/EIS (such as designation of the alternatives to be analyzed or analysis of effects), and these disagreements cannot be resolved, the BLM will include a summary of the Cooperator's views in the Draft RMP/Draft EIS and the Proposed RMP/Final EIS. The BLM will also describe substantial inconsistencies between its proposed action(s) and the objectives of state, local, or tribal land use plans and policies.

E. Management of information.

The Cooperator acknowledges that all supporting materials and draft documents may become part of the administrative record and may be subject to the requirements of the Freedom of Information Act (FOIA) and other federal statutes. The BLM acknowledges that the Cooperator's handling of these materials may be impacted by

Arizona Public Records Law. The Parties agree that the BLM at its discretion may withhold from the cooperator those documents that would otherwise be available for public release under Arizona Public Records Law.

#### VI. Agency Representatives

Each Party will designate a representative and alternate representative, as described in Attachment B, to ensure coordination between the Cooperator and the BLM during the planning process. Each Party may change its representative at will by providing written notice to the other Party. Each Party may designate additional staff members or consultants for inclusion on electronic correspondence distribution lists.

#### VII. Administration of the MOU

A. Approval. This MOU becomes effective upon signature by the authorized officials of the BLM and at least one Cooperator.

B. Amendment. This MOU may be amended through written agreement of all signatories.

C. Termination. If not terminated earlier, this MOU will end when the ROD for the SPRNCA RMP/EIS is approved by the BLM State Director. Any Party may end its participation in this MOU by providing written notice to BLM.

#### VIII. Signatures

The Parties hereto have executed this MOU on the dates shown below.

**Cochise County**

1415 Melody Lane, Building G  
Bisbee, AZ 85603

---

Ann English, Chair, Board of Supervisors

---

Date

**Bureau of Land Management**

**Tucson Field Office**

3201 E. Universal Way  
Tucson, AZ 85756

---

Signature

---

Title

---

Date

## Attachment A

### Cooperating Agency Participation in the SPRNCA RMP/EIS

	<b>RMP/EIS Stage</b>	<b>Potential Activities of Cooperating Agencies (CAs) within their acknowledged areas of expertise</b>
1	Conduct scoping and identify issues	Provide input on preparation plan; identify coordination requirements based on CA plans; identify significant issues; identify relevant local and regional organizations and interest groups; provide non-financial sponsorship of public forums with the BLM; collaborate in assessing scoping comments; identify connected, similar, and cumulative actions; identify other relevant agencies.
2	Develop planning criteria	Provide advice on proposed planning criteria.
3	Collect inventory data	Identify data needs; provide data and technical analyses within the CA's expertise.
4	Analyze management situation	Provide input on the Draft Analysis of the Management Situation (AMS) and aid in interpreting the AMS to constituents.
5	Formulate alternatives	Collaborate with field manager in developing alternatives. Suggest land allocations or management actions to resolve issues. <b>[Decision to select alternatives for analysis is reserved to the BLM.]</b>
6	Estimate effects of alternatives	Provide effects analysis within the CA's expertise; identify direct, indirect, and cumulative effects within the CA's expertise; suggest mitigation measures for adverse effects.
7	Select the preferred alternative; issue Draft RMP/EIS	Collaborate with field manager in evaluating alternatives and in developing criteria for selecting the preferred alternative; provide input on Preliminary Draft RMP-DEIS. The CAs may provide written, public comments on draft if desired. <b>[Decision to select a preferred alternative and to issue a draft is reserved to the BLM.]</b>
8	Respond to comments	As appropriate, review comments within the CA's expertise and provide assistance in preparing BLM's responses.
8a	Issue Proposed RMP/FEIS	<b>[Action reserved to BLM.]</b>
8b	Initiate Governor's Consistency Review	Once initiated by the BLM, state CAs should contribute to the Governor's Consistency Review.
9	Sign Record of Decision (ROD) [or]	<b>[Action reserved to the BLM.]</b>
9a	Resolve protests; modify Proposed RMP/FEIS if needed; sign ROD	<b>[Action reserved to the BLM.]</b> A CA that has provided information relevant to a protest may be asked for clarification.

Attachment B  
Agency Representatives

Plan: SPRNCA RMP/EIS

**Bureau of Land Management**

Primary Representative: Viola Hillman, Field Office Manager, vhillman@blm.gov

Backup Representative: Karen Simms, Assistant Field Office Manager, ksimms@blm.gov

**Cochise County**

Primary Representative: James E. Vlahovich, Deputy County Administrator

Backup Representative: Michael J. Ortega, P.E., County Administrator